UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--X
ALEX ESPINOZA,

Plaintiff,

-vs.-

PARIS STATIONS INC., PARIS STATIONS 18, INC., HSIU YUN TROMPETER, JOSEPHINE TROMPETER, MAY M. KU, and STEPHEN SILVERSTEIN,

Defendants.
--X

Case No.

COMPLAINT

Plaintiff, ALEX ESPINOZA, by and through his attorneys, the LAW OFFICES OF WILLIAM CAFARO, complaining of the Defendants, hereby allege as follows:

THE PARTIES

1. Plaintiff, ALEX ESPINOZA, (hereinafter "Mr. Espinoza" or "Plaintiff Espinoza") is an individual residing in the county of the Bronx, NY.

2. Upon information and belief, Defendant PARIS STATIONS INC., (hereinafter "Paris Stations") was and is a domestic business corporation whose principal place of business is located at 472 Broadway, New York, NY 10013.

3. Upon information and belief, Defendant PARIS STATIONS 18, INC., (hereinafter "Paris Stations 18") was and is a domestic business corporation whose principal place of business is located at 367 W Broadway, New York, NY 10012.

4. Upon information and belief, Defendant HSIU YUN TROMPETER, (hereinafter “Hsiu Yun”) is an individual, whose actual place of business is located at 367 W Broadway, New York, NY 10012.

5. Upon information and belief, at all times herein pertinent, Defendant Hsiu Yun, served as a principal, officer and/or manager of Defendants Paris Stations and Paris Stations 18.

6. Prior to the filing of this Complaint, Defendant Hsiu Yun was served with Notice pursuant to N.Y Bus. Corp. Law § 630.

7. Upon information and belief, Defendant JOSEPHINE TROMPETER, (hereinafter “Josephine”) is an individual, whose actual place of business is located at 367 W Broadway, New York, NY 10012.

8. Upon information and belief, at all times herein pertinent, Defendant Josephine, served as a principal, officer and/or manager of Defendants Paris Stations and Paris Stations 18.

9. Prior to the filing of this Complaint, Defendant Josephine was served with Notice pursuant to N.Y Bus. Corp. Law § 630.

10. Upon information and belief, Defendant MAY M. KU, (hereinafter “May”) is an individual, whose actual place of business is located at 367 W Broadway, New York, NY 10012.

11. Upon information and belief, at all times herein pertinent, Defendant May, served as a principal, officer and/or manager of Defendants Paris Stations and Paris Stations 18.

12. Prior to the filing of this Complaint, Defendant May was served with Notice pursuant to N.Y Bus. Corp. Law § 630.

13. Upon information and belief, Defendant STEPHEN SILVERSTEIN, (hereinafter "Stephen") is an individual, whose actual place of business is located at 367 W Broadway, New York, NY 10012.

14. Upon information and belief, at all times herein pertinent, Defendant Stephen, served as a principal, officer and/or manager of Defendants Paris Stations and Paris Stations 18.

15. Prior to the filing of this Complaint, Defendant Stephen was served with Notice pursuant to N.Y Bus. Corp. Law § 630.

16. Upon information and belief, for the calendar year 2014 the gross receipts of Paris Stations, were not less than $500,000.00.

17. Upon information and belief, for the calendar year 2015 the gross receipts of Paris Stations, were not less than $500,000.00.

18. Upon information and belief, for the calendar year 2016 the gross receipts of Paris Stations, were not less than $500,000.00.

19. Upon information and belief, for the calendar year 2017 the gross receipts of Paris Stations, will not be less than $500,000.00.

20. Upon information and belief, for the calendar year 2014 the gross receipts of Paris Stations 18, were not less than $500,000.00.

21. Upon information and belief, for the calendar year 2015 the gross receipts of Paris Stations 18, were not less than $500,000.00.

22. Upon information and belief, for the calendar year 2016 the gross receipts of Paris Stations 18, were not less than $500,000.00.

23. Upon information and belief, for the calendar year 2017 the gross receipts of Paris Stations 18, will not be less than $500,000.00.

24. Upon information and belief, the three corporate Defendants Paris Stations and Paris Stations 18, are operated under common ownership and under common management for a joint business purpose, as a joint enterprise.

25. Upon information and belief, Paris Stations and Paris Stations 18, have unified and interrelated operations, centralized control of labor relations, and interrelated business goals.

26. Upon information and belief, the defendant Hsiu Yun, Josephine, May and Stephen own all the beneficial interest of the defendants, Paris Stations and Paris Stations 18.

27. Upon information and belief, the defendants Hsiu Yun, Josephine, May and Stephen conducted substantially all the management functions of the defendants, Paris Stations and Paris Stations 18.

28. Upon information and belief, Paris Stations and Paris Stations 18, have interrelated business goals in that they buy, sell, trade, pre-owned luxury handbags and accessories.

29. Upon information and belief, the aggregated gross receipts of Paris Stations and Paris Stations 18 exceeded $500,000.00 per annum in each of the calendar years 2014 through 2017, inclusive.

JURISDICTION AND VENUE

30. Jurisdiction is based upon 28 U.S.C. § 1331, insofar as it involves a statute of the United States, specifically, the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, and Plaintiff relies upon 28 U.S.C. § 1367 to invoke supplemental jurisdiction with respect to the state law claims which form another basis for recovery upon the same factual

nexus, specifically Articles 6 & 19 of the Labor Law and related New York State Department of Labor regulations.

31. Venue is based upon 28 U.S.C. § 1391(b)(1), insofar as at least one of the Defendants resides within this Judicial District, and (b)(2), insofar as a substantial part of the events giving rise to the within causes of action occurred in this Judicial District.

FACTUAL ALLEGATIONS

32. At all times herein pertinent, the Defendants, and each of them, were engaged in an industry having an affect on commerce within the meaning of 29 U.S.C. § 203.

33. At all times herein pertinent, and in the course of his duties, Plaintiff regularly handled products which had been moved in commerce including, but not limited to, various cleaning supplies and hand bags.

34. Plaintiff's primary duties did not include the exercise of discretion and independent judgment with respect to any matters of significance.

35. Paris Stations operates as a retail accessories business.

36. Paris Stations 18 operates as a retail accessories business.

37. Mr. Espinoza was employed by the Defendants from on or about March 10, 2013 until on or about March 29, 2017.

38. Mr. Espinoza was assigned various duties including, but not limited to, making retail sales, distributing flyers, making local deliveries, as well as performing general maintenance duties and cleaning.

39. Mr. Espinoza worked, Mondays through Sundays, inclusive, from 11:00AM until 7:00PM.

40. Two times per month, Mr. Espinoza was afforded a single day off. This day off would be on a Tuesday or Thursday.

41. From the beginning of employment with defendants, until on or about March 1, 2014, Plaintiff Espinoza was paid $80.00 per work day.

42. March 2, 2014 until on or about April 1, 2015, Plaintiff Espinoza was paid $85.00 per work day.

43. April 2, 2015 until on or about April 1, 2016, Plaintiff Espinoza was paid $90.00 per work day.

44. April 2, 2016 until his termination, Plaintiff Espinoza was paid $95.00 per work day.

45. Plaintiff regularly worked for the Defendants in excess of forty (40) hours a week but did not receive any overtime premium of one and one half times his regular rate of pay for those hours.

46. Upon information and belief, Defendants Hsiu Yun, Josephine, May and Stephen had the power to hire employees at Paris Stations and Paris Stations 18.

47. Upon information and belief, Defendant Stephen hired Mr. Espinoza on or about March 10, 2013.

48. Upon information and belief, Defendants Hsiu Yun, Josephine, May and Stephen had the power to fire employees at Paris Stations and Paris Stations 18.

49. Upon information and belief, Defendant Stephen fired Mr. Espinoza on or about March 29, 2017.

50. Defendants Hsiu Yun, Josephine, May and Stephen controlled the terms of the Plaintiff's employment in they would tell his what tasks to complete and on what time frame they needed to be completed.

51. Upon information and belief, Defendants Hsiu Yun, Josephine, May and Stephen controlled the work schedule of all of the employees of Paris Stations and Paris Stations 18, including the Plaintiff's work schedules.

52. Upon information and belief, Defendants Hsiu Yun, Josephine, May and Stephen controlled the rates and methods of payment of each of the employees of Paris Stations and Paris Stations 18, including the Plaintiff's pay rates and methods of pay.

53. At all times herein pertinent, the Plaintiff performed his duties for the Defendant Paris Stations and Paris Stations 18, at the direction and under the control of Defendants Hsiu Yun, Josephine, May and Stephen.

54. Upon information and belief, and at all times herein pertinent, Defendants Hsiu Yun, Josephine, May and Stephen, exercised close control over the managerial operations of Paris Stations and Paris Stations 18, including the policies and practices concerning employees.

55. At all times herein pertinent, Defendants Hsiu Yun, Josephine, May and Stephen controlled the terms and conditions of employment, supervised employees, made decisions as to hiring and firing and as to wages with respect to the employees of Paris Stations and Paris Stations 18 in general, and with respect to the Plaintiff in particular.

56. At all times herein pertinent, Defendants Hsiu Yun, Josephine, May and Stephen acted as Plaintiff's employers within the meaning of the FLSA and the New York State Labor Law.

57. The Defendants did not create or maintain records showing the precise number of hours Plaintiff worked or of wages he earned.

58. Plaintiff alternatively allege that Defendants created records showing the number of hours Plaintiff worked and/or of wages he earned but upon information and belief, have not maintained them as required by law.

59. Defendants failed to furnish the Plaintiff with proper annual wage notices, as required by the NYLL.

60. Defendants failed to furnish the Plaintiff with a proper statement with every payment of wages, as required by the NYLL.

AS AND FOR A FIRST CAUSE OF ACTION
FEDERAL FAIR LABOR STANDARDS ACT
AGAINST THE DEFENDANTS, AND EACH OF THEM
(FAILURE TO PAY OVERTIME)

61. Plaintiff hereby incorporates all the preceding paragraphs of this complaint with the same force and effect as if fully set forth at length.

62. Defendants were required to directly pay the Plaintiff an overtime premium of one and one half times the Plaintiff's regular rate of pay for all hours worked over forty (40) in a given workweek.

63. Defendants failed to pay the Plaintiff the overtime wages to which the Plaintiff was entitled under the FLSA.

64. All of the foregoing constituted willful and repeated violations of the Fair Labor Standards Act, so the applicable statute of limitations is three years pursuant to 29 U.S.C. § 255(a).

AS AND FOR A SECOND CAUSE OF ACTION
STATE WAGE AND HOUR LAW
AGAINST THE DEFENDANTS, AND EACH OF THEM
(FAILURE TO PAY OVERTIME)

65. Plaintiff hereby incorporates all preceding paragraphs of this complaint with the same force and effect as if fully set forth at length.

66. Defendants have failed to pay Plaintiff the overtime premium of one and one half times the Plaintiff's regular rate of pay for all hours worked above forty in a given work week, to which the Plaintiff is entitled under the NYLL and the supporting New York State Department of Labor Regulations.

67. Defendants herein knowingly and in bad faith violated Articles 6 & 19 of the New York State Labor Law and supporting New York State Department of Labor regulations by failing to pay the Plaintiff overtime pay at the premium rate of one and one half times Plaintiff's regular rate of pay.

AS AND FOR A THIRD CAUSE OF ACTION
NEW YORK STATE LABOR LAW
AGAINST THE DEFENDANTS, AND EACH OF THEM
(FAILURE TO PROVIDE ANNUAL WAGE NOTICES)

68. Plaintiff hereby incorporate all preceding paragraphs of this complaint with the same force and effect as if fully set forth at length.

69. Defendants have willfully failed to furnish the Plaintiff with annual wage notices as required by NYLL, Article 6, § 195(1), in English or in the language identified by each employee as their primary language, at the time of hiring, and on or before February first of each subsequent year of the employee's employment with the employer, a notice containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer in accordance with NYLL, Article 6, § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

70. Through their knowing or intentional failure to provide the Plaintiff with the annual wage notices required by the NYLL, Defendants have willfully violated NYLL, Article 6, §§ 190 et seq., and the supporting New York State Department of Labor Regulations.

AS AND FOR A FOURTH CAUSE OF ACTION
NEW YORK STATE LABOR LAW
AGAINST THE DEFENDANTS, AND EACH OF THEM
(FAILURE TO PROVIDE WAGE STATEMENTS)

71. Plaintiff hereby incorporates all preceding paragraphs of this complaint with the same force and effect as if fully set forth at length.

72. Defendants have willfully failed to furnish the Plaintiff with statements with every payment of wages as required by NYLL, Article 6, § 195(3), listing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; and the number of regular and overtime hours worked.

73. Through their knowing or intentional failure to provide the Plaintiff with the wage statements required by the NYLL, Defendants have willfully violated NYLL, Article 6, §§ 190 et seq., and the supporting New York State Department of Labor Regulations.

WHEREFORE, Plaintiff prays for judgment as against the Defendants, and each of them, as follows:

a) awarding back pay for overtime pay due and owing to the Plaintiff;
b) Declaring that Defendants violated the provisions of the NYLL relating to notice and record keeping requirements regarding employees, and awarding

Plaintiff statutory damages and any other relief authorized under the NYLL for violations of those requirements;

c) awarding liquidated damages pursuant to 29 U.S.C. § 216(b) and/or New York State's Labor Law, Articles 6 & 19, §§ 198(1-a), 663(1);

d) awarding the costs and disbursements of this action, along with reasonable attorney's fees pursuant to 29 U.S.C. § 216(b) and/or New York State's Labor Law, Articles 6 & 19, §§ 198(1-a), 663(1);

e) awarding any other relief this Court deems just, proper and equitable.

Dated: New York, New York
May 16, 2017

Respectfully submitted,
LAW OFFICES OF WILLIAM CAFARO

Amit Kumar (AK0822)
Attorneys for Plaintiff
108 West 39th Street, Suite 602
New York, New York 10018
(212) 583-7400
AKumar@Cafaroesq.com
File No.: 52942

To:

PARIS STATIONS INC.
472 Broadway
New York, NY 10013

PARIS STATIONS 18, INC.
367 W Broadway
New York, NY 10012

HSIU YUN TROMPETER
367 W Broadway
New York, NY 10012

JOSEPHINE TROMPETER
367 W Broadway
New York, NY 10012

MAY M. KU
367 W Broadway
New York, NY 10012

STEPHEN SILVERSTEIN
367 W Broadway
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COMPLAINT

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Attorneys for Plaintiff
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New York, New York 10018
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